

AGREEMENT
TOWNSHIP OF GREENWICH
AND
GREENWICH TOWNSHIP DISPATCHERS
ASSOCIATION

As of January 1, 1995

Through

December 31, 1997

Inclusive

AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT made and entered into by and between the TOWNSHIP OF GREENWICH, in the County of Gloucester and State of New Jersey, Hereinafter referred to as "Employer" and the GREENWICH TOWNSHIP DISPATCHERS ASSOCIATION, hereinafter referred to as "ASSOCIATION", is entered in to this *2nd* day of *MARCH*, 1995, and is designed to promote the harmonious working relationship between the Employer and the ASSOCIATION in order that more efficient and more progressive public service be rendered to the citizens of the Township of Greenwich.

WITNESSETH:

WHEREAS, as a result of collective bargaining, an agreement intending to promote and improve the working relationship between the parties and concerning benefits, wages, hours of work and working conditions of employment has been negotiated; NOW, THEREFORE, be it agreed as follows:

ARTICLE I

RECOGNITION OF THE UNION AND WORK POSITIONS

1. The Employer recognizes the ASSOCIATION as the sole and exclusive collective bargaining agent for all employees of the bargaining unit.

2. The Township of Greenwich hereby recognizes the Greenwich Township Dispatchers Association as the sole and lawful bargaining agent for the employees in the bargaining unit. As per the provisions of the New Jersey Employer - Employee Relations Act of 1968, the following Agreement is effective as to all employees in the bargaining unit.

3. This Agreement shall be binding upon the successors and assignees of the parties and no provision, term, or obligation herein shall be affected, modified, altered or changes in any respect by any change in the status of management of either party.

4. The bargaining unit is comprised of: Regular and Part time Dispatchers.

5. Part time dispatchers are not entitled to any contractual benefits conferred by this agreement other than the wages as subsequently set forth.

ARTICLE II

DESIGNATED MANAGEMENT RIGHTS

It is recognized that the management of the Division of Police in the Department of Public Safety, the control of properties and maintenance of order and efficiency, is solely the responsibility of the Township. Accordingly, the Township retains the rights, including but not limited, to hire, suspend, or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, decide the number and location of its facilities and stations, to determine the work to be performed within the unit, maintenance and repair, amount of supervision if necessary, machinery and equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, purchases, services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE III

NON-DISCRIMINATION

There shall be no discrimination, interference, or coercion by the Employer or any agents against the PBA or any of its members. Neither the Association or the Employer shall discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

The parties agree that there shall be no lock-outs, strikes, work stoppages, sick outs, or slow downs during the life of this Agreement. No officer or representative of the PBA shall authorize, instigate, or condone any such activity, nor shall any employee participate in any such activity. It is understood that violations of the provisions of the Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate form of lesser discipline.

The parties recognize that under New Jersey Law public employees do not have the right to strike.

The Employer shall not be required to discuss, negotiate, or hear or rule on any problem or grievance related to any strike or other work stoppage or slow down until such time as such prohibited acts are discontinued.

ARTICLE V

PROBATIONARY PERIOD; WAGES

1. During the first one year of employment, an employee is considered a probationary employee and the Employer may terminate his employment without challenge by either the Employee or the Association and without resort to the grievance procedure or any other hearing procedure. This provision shall not affect his/her eligibility for benefits.

2. A probationary class dispatcher is defined as one who has been employed up to and including twelve (12) months.

3. A third class dispatcher is defined as one beginning his thirteenth (13th) month of employment with the Employer up to and including the twenty-fourth (24th) month of employment.

4. A second class dispatcher is defined as one beginning his twenty-fifth (25th) month of employment.

5. A first class dispatcher is defined as one beginning his 121st month of employment.

6. The salary of all dispatchers and part time dispatchers shall be set forth in SCHEDULE C attached hereto, for the years 1995, 1996 and 1997.

ARTICLE VI

HEALTH AND INSURANCE BENEFITS

1. The Employer shall continue to maintain and provide the equivalent of all insurance now in effect, to wit: Blue Cross with Rider J, Blue Shield U.C.R. Program, Major Medical, all of which are the family plan. In addition, the Township will pay all medical bills for injuries or illnesses sustained in the line of duty.

2. The Township shall continue to maintain and provide the same level of benefits as those carried under the previous plan described in paragraph 1 of this Article, with the only exception being, that the prescription plan offered with the new carrier, Insurance Design Administrators, shall be provided for all employees and their families. The costs of the prescription plan shall be paid by the Township.

3. Any dispatcher who retires from the Township in good standing shall be entitled to receive fully paid family plan health insurance benefits as set forth above until he becomes deceased. Additionally, the spouse will continue to receive township health benefit plan upon employees death after 10 years of service. This is conditioned only upon the retired dispatcher having twenty (20) years of service with the Township and not receiving this benefit from any other source.

Should the employee receive the benefit through any other source and then lose this benefit, he would be entitled to receive this coverage through the Township of Greenwich.

4. The Township will pay for an eye examination and prescription glasses for each employee and spouse every year. The costs of the eye examination shall not exceed fifty dollars (\$50.00). The cost of the glasses are not to exceed \$150.00 total per family per year.

5. If a dispatcher is killed in the line of duty, his widow and children shall receive all medical and dental benefits to which he would have been entitled at the time of his death. The benefits for the widow shall continue until such time as the widow remarries. The benefits shall continue for the children until such time as they become emancipated.

6. The members of the bargaining unit shall receive the New Jersey Dental Service Plan, NJPBA - sponsored plan designed as Program I and orthodontic rider. Those members of the bargaining unit not married shall be enrolled as single members. Those members of the bargaining unit that are married but have no children shall be enrolled as two (2) parties, and those members of the bargaining unit who are married and have children shall be enrolled as family members. Should any member of the bargaining unit become married, have children, become divorced, the Employer must be notified immediately so that his enrollment in the dental service plan can be modified

to ensure that the member is appropriately protected and at the same time the Township is not paying for unnecessary coverage.

It is the intent of this Agreement that even if a member of the bargaining unit become a widower or divorced, that his children shall continue to be covered by the plan in effect.

7. The Township shall pay for all health insurance for the employee and his family if the employee becomes disabled in the line of duty after ten (10) years of employment with the Township.

8. The Township shall pay the cost of and maintain a life insurance policy that will pay the beneficiary of the employee ten thousand dollars (\$10,000.00). This policy shall remain in effect until the last day of the insurance month in which that employee leaved the job or retires.

9. The Township shall provide each employee with weekly income insurance. The Township shall be the beneficiary of the weekly income insurance as long as they are paying the employee's salary. When the employee's sick leave is used up and the Township stops paying his salary, the weekly insurance shall be paid to that employee.

10. All members of the bargaining unit who are under forty-five (45) years of age shall undergo a complete physical examination by the Riverfront Medical Center, at the expense of the Township, at least every three years, as designated by the

Township, from the date of hiring of each employee until the age of forty-five while employed by the Township. All members of the bargaining unit who are forty-six (46) years of age or older shall undergo a complete physical examination by the Riverfront Medical Center, at the expense of the Township, at least once a year, as designated by the Township, after the employee has reached the age of forty-six (46) until termination of the employment. The parties agree to define what constitutes a Complete Physical Examination.

ARTICLE VII
EXCUSED ABSENCES

1. All regular dispatchers shall be granted special leave, with pay, because of death in the family. Such leave shall start when requested to ensure time off to attend the funeral. Time off shall be set forth below:

- a. Death of a spouse, son or daughter...5 days leave
- b. Death of a mother, father, brother,
sister or grandchild3 days leave
- c. Death of mother-in-law, father-in-
law, brother-in-law, sister-in-law,
grandparents of employee and spouse,
uncle, aunt, cousin, niece or nephew
of employee1 day leave

ARTICLE VIII

HOLIDAY AND PERSONAL LEAVE

1. All regular dispatchers shall be entitled to compensation for the following holidays:

- a. New Years Day
- b. Washington's Birthday
- c. Good Friday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. General Election Day
- i. Thanksgiving Day
- j. Christmas Day
- k. Birthday of the employee
- l. Martin Luther King Day

Each regular dispatcher shall be entitled to compensation for a holiday at the rate of eight (8) hours straight time. The twelve above holidays shall be incorporated in the employee's annual salary commencing January 1, 1986, (8 hours x 12 = 96 hours added to annual salary).

2. In the event that a member of the bargaining unit is required to work on any day set forth in section 1, the rate of compensation shall be computed at straight time times (x) one-half (1/2) the total number of hours worked on that day.

3. Distribution of all holiday pay shall be made within the pay period that the holiday is worked.

4. Each member of the bargaining unit shall be entitled to three (3) personal days leave annually.

5. Employer shall give a personal day to each employee who goes six consecutive months with no lost time due to illness or injury. The day shall be used during the six month period immediately following the day it is given.

ARTICLE IX

VACATIONS

1. Regular dispatchers shall receive an annual vacation in accordance with their years of service with the Township as set forth in Schedule A:

SCHEDULE A

VACATIONS

- a. After fifty (50) weeks of service: 48 hours/4 days
- b. After two (2) years of service: 84 hours/7 days
- c. After five (5) years of service: 132 hours/11 days
- d. After ten (10) years of service: 168 hours/14 days
- e. After fifteen (15) years of service: 192 hours/16 days
- f. After twenty (20) years of service: 216 hours/18 days

2. The vacation schedule shall be approved by the Chief of Police or his designee so as not to interfere with the operation of the Department. The vacation of each regular dispatcher shall be approved in accordance with the current practice of the Department and shall consider the seniority of the member of the bargaining unit.

3. Regular dispatchers shall retain the right to submit vacation requests on a daily basis subject to the limitation that no more than one member be on vacation for each calendar day of the year. The first pick shall be prime vacation. The prime pick shall not exceed the number of working days the employee is scheduled to work in that week.

In regard to all other vacation days, unit members shall have the option to submit vacation requests in increments of one (1) day or more provided that such scheduling shall not cause the Township to incur overtime to cover the days of the vacationing employee and provided such request is made at least twenty-four (24) hours in advance. One day equals the total number of hours scheduled to work in a daily shift.

4. In the event of a return to an eight hour day of patrol personnel, vacation Schedule A shall terminate and be replaced by vacation Schedule B upon commencement of the eight (8) hour day schedule.

5. All employees will be permitted to take personal days upon request with exception of holidays. Employee must give at least twenty-four hours notice to the employer.

SCHEDULE B

- a. After fifty (50) weeks of service: One (1) week vacation.
- b. After two (2) years of service: Two (2) weeks of vacation.
- c. After five (5) years of service: three (3) weeks of vacation.
- d. After ten (10) years of service: four (4) weeks of vacation.
- e. After fifteen (15) years of service: four (4) weeks of vacation and two (2) days of vacation.

- f. After twenty (20) years of service: five (5) weeks of vacation and one (1) day of vacation.

Note: One (1) week = forty (40) hours,

One (1) day = eight (8) hours, under Schedule B.

ARTICLE X

SICK LEAVE

1. Regular dispatchers shall receive sick leave of one and one-quarter (1 1/4) days per month of employment starting with the date of hire. No sick leave shall be used by an employee while that employee is in his or her probationary period.

3. The Employer has the right to reasonably request a medical examination by a doctor of its choosing or to ask the employee for verification of his or her injury or illness through the submission of a medical report or letter.

4. For all injuries or illnesses incurred in the line of duty, the member of the bargaining unit shall receive up to twelve (12) full months of sick leave with pay.

5. All time used as sick leave shall be compensated as time actually worked within the eighty (80) hour work period, with the exception as follows:

It is understood and agreed that employees who are absent for more than fourteen (14) consecutive days shall not

accrue compensatory time for that entire absence.

6. After the first day off for illness, the Chief of Police or designee shall go to the overtime schedule and call the employee with the least amount of hours worked for overtime. If that employee turns down the overtime, the Chief will go down the list and call all available persons and, if no one wants that shift overtime, then the first person called shall be called again and he/she shall work the shift for overtime.

7. An employee may accumulate unlimited sick days but there is no buy-back.

ARTICLE XI

CLOTHING MAINTENANCE

1. The employer will pay for all new uniforms and related police equipment as needed.

2. The maintenance and cleaning of uniforms and related equipment will be fully paid by the Township as is present policy.

ARTICLE XII

OVERTIME

1. All employees covered by this Agreement shall be paid at time and one half (1 1/2_ their regular rate of pay for work scheduled in excess of their regular work week. The exception to this would be the twelve (12) hour shift, where compensatory time will be earned at the rate of four (4) hours each two (2) week cycle.

2. Compensatory time will be substituted for overtime for the purposes of calculating excess hours worked under the present twelve (12) hour shift, unless modified or changed by Federal Law.

3. Overtime shall be required. In so far as practical, the Employer shall attempt to distribute overtime equitably. An overtime list shall be maintained by the Employer and such list shall be posted and kept current on a weekly basis.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. The grievance procedure shall be as set forth in Ordinance 30-6 of the Greenwich Township Code.

ARTICLE XIV

REIMBURSEMENT OF MILEAGE EXPENSES

Any member of the bargaining unit who uses his/her own vehicle in the course of his/her duties or as transportation to any police function authorized by the Chief of Police shall be entitled to reimbursement for his/her mileage at the rate authorized by the Internal Revenue Service for the current fiscal year.

ARTICLE XV

DURATION

The Agreement shall be effective as of January 1, 1995, and remain in full force and effect until December 31, 1997. If either party wishes to renegotiate any provision of this Agreement they must serve written notice upon the other party of its intent to renegotiate no later than September 1 of that year. Failure to so notify the other party shall automatically continue the terms and provisions of this Agreement for the following year.

ARTICLE XVI

MODIFICATION OF AGREEMENT

1. This document constitutes the full and complete Agreement between the parties. The parties acknowledge that they have had the opportunity to present and discuss the proposal on any subject which is the proper subject of collective negotiation. No term or condition of the Agreement may be modified unless in writing and signed by both parties.

2. Except as modified by this Agreement, all rights, privileges, or benefits which were applicable to the PBA prior to the execution of this Agreement shall be maintained at not less than the existing standard in effect before this

Agreement. These rights and privileges shall remain in full force and effect during the term of the Agreement.

ARTICLE XVII

SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the law, such part shall be suspended and the remaining Agreement shall remain in full force and effect.

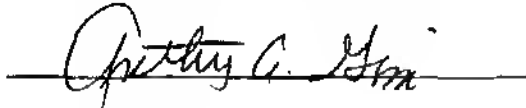
IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals this *2nd* day of *MARCH*, 1995.

For the Employer-The Township For the Greenwich Township
Dispatchers Association

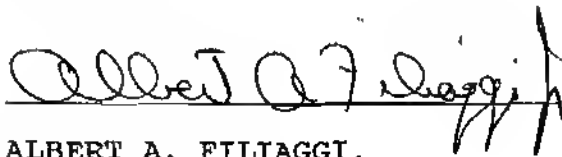


RAYMOND A. WILLIAMS,

MAYOR

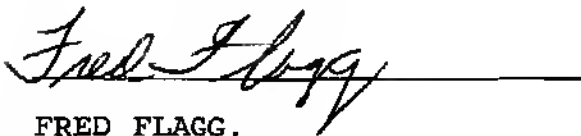


ANTHONY GEZZI



ALBERT A. FILIAGGI,

COUNCILMAN



FRED FLAGG,

COUNCILMAN



WILLIAM G. KNELLER,

COUNCILMAN



HARRY L. RINK,

COUNCILMAN

SCHEDULE C
EMPLOYEE COMPENSATION

1995

Probationary Step	\$25,285.00
Third Class	\$28,731.00
Second Class	\$32,473.00
First Class	\$33,718.00

1996

Probationary Step	\$26,233.00
Third Class	\$29,808.00
Second Class	\$33,690.00
First Class	\$34,982.00

1997

Probationary Step	\$27,151.00
Third Class	\$30,851.00
Second Class	\$34,869.00
First Class	\$36,206.00